

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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ADVANCED NETWORK SOLUTIONS, INC.,

Plaintiff/Counter-Defendant-  
Appellant,

v

PAUL ALEXANDER, a/k/a POLO RODRIGUES  
a/k/a PAUL RODRIGUES

Defendant,

and

HUBBARD SUPPLY CO., d/b/a  
NETWORKS GROUP,

Defendant/Counter-Plaintiff-  
Appellee.

UNPUBLISHED  
February 21, 2006

No. 254374  
Oakland Circuit Court  
LC No. 2003-048581-CK

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Before: Murray, P.J., and Cavanagh and Saad, JJ.

PER CURIAM.

Plaintiff, Advanced Network Solutions, Inc. (ANS), appeals the trial court's order that granted summary disposition to defendant, Hubbard Supply Co., d/b/a Networks Group on ANS's claim of intentional interference with a prospective business advantage. We affirm.

This case arose out of defendant Paul Alexander's alleged violation of a noncompetition agreement. When Alexander worked for ANS, he took ANS's customer database, which contained the company's customer list, contract pricing, and contract expiration dates. After Alexander left his job with ANS to work for Networks Group, he continued to communicate with some of ANS's customers. Alexander and ANS settled ANS's breach of contract claim through case evaluation, which left only ANS's claim against Networks Group for intentional interference with a prospective business advantage.

The trial court granted Networks Group's motion for summary disposition under MCR 2.116(C)(8), and ruled that ANS failed to allege any alleged wrongful acts by Networks Group.<sup>1</sup> We agree with Networks Group that ANS has abandoned its appeal of this ruling because it failed to brief the merits of any allegation of error. *Prince v MacDonald*, 237 Mich App 186, 197; 602 NW2d 834 (1999).

Further, the trial court's legal ruling was correct. Tortious interference with business relations or prospective economic advantage requires the plaintiff to plead "the existence of a valid business relationship or expectancy, knowledge of the relationship or expectancy on the part of the appellee, an intentional interference by the appellee inducing or causing a breach or termination of the relationship or expectancy, and resultant damage to the plaintiff." *Badiee v Brighton Area Schools*, 265 Mich App 343, 365-366; 695 NW2d 521 (2005). The plaintiff must plead the "intentional interference" element with specificity, which requires the pleader to "allege the intentional doing of a per se wrongful act or the doing of a lawful act with malice and unjustified in law for the purpose of invading the . . . business relation of another." *CMI Intern, Inc v Internet Intern Corp*, 251 Mich App 125, 131; 649 NW2d 808 (2002).

Here, ANS did not specifically allege in its complaint that Networks Group committed any per se wrongful acts or any malicious lawful acts. Instead, ANS alleged only generally that Networks Group allowed Alexander to interfere with ANS's prospective economic advantages and that the interference is "in bad faith and without color of right." These allegations clearly fall short of allegations of specific, affirmative acts and are, at most, simply assertions of nonfeasance. *BPS Labs v Blue Cross & Blue Shield of Michigan*, 217 Mich App 687, 699; 552 NW2d 919, 925 (1996). As the trial court correctly noted, "mere statements of the pleader's conclusions, unsupported by allegations of fact, will not suffice to state a cause of action." *ETT Ambulance Service Corp v Rockford Ambulance, Inc*, 204 Mich App 392, 395; 516 NW2d 498 (1994). ANS has failed to show that the trial court erred by granting summary disposition under MCR 2.116(C)(8).

Further, though we need not decide the issue because the trial court correctly dismissed the action under MCR 2.116(C)(8), the trial court correctly granted summary disposition under MCR 2.116(C)(10).<sup>2</sup> ANS failed to establish an issue of fact regarding Networks Group's alleged intentional interference with ANS customers and ANS failed to present any evidence that Networks Group engaged in per se wrongful acts.

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<sup>1</sup> We review the grant of motions for summary disposition de novo. *MacDonald v PKT, Inc*, 464 Mich 322, 332; 628 NW2d 33 (2001). A motion pursuant to MCR 2.116(C)(8) tests the legal sufficiency of the complaint by the pleadings alone, accepting as true all factual allegations and reasonable inferences that can be drawn therefrom. *ETT Ambulance Service Corp v Rockford Ambulance, Inc*, 204 Mich App 392, 395; 516 NW2d 498 (1994).

<sup>2</sup> A motion made pursuant to MCR 2.116(C)(10) tests the factual sufficiency of the complaint. *Corley v Detroit Bd of Ed*, 470 Mich 274, 278; 681 NW2d 342 (2004).

Affirmed.

/s/ Christopher M. Murray

/s/ Mark J. Cavanagh

/s/ Henry William Saad